

**Certificate of Notice Page 1 of 5**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Randall T. Drain, Sr.  
 Debtor

Case No. 18-11845-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: Randi  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Oct 25, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 27, 2018.

db +Randall T. Drain, Sr., 2308 W. Cumberland Street, Philadelphia, PA 19132-4118

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Oct 27, 2018

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 25, 2018 at the address(es) listed below:

CHRISTOPHER R. MOMJIAN on behalf of Creditor Commonwealth of Pennsylvania, Department of Revenue crmomjian@attorneygeneral.gov  
 KEVIN G. MCDONALD on behalf of Creditor Toyota Lease Trust bkgroup@kmlawgroup.com  
 MATTHEW CHRISTIAN WALDT on behalf of Creditor MATRIX FINANCIAL SERVICES CORPORATION  
 mwaldt@milsteadlaw.com, bkecf@milsteadlaw.com  
 MICHAEL A. CATALDO2 on behalf of Debtor Randall T. Drain, Sr. ecf@ccpclaw.com,  
 igotnotices@ccpclaw.com  
 MICHAEL A. CIBIK2 on behalf of Debtor Randall T. Drain, Sr. ecf@ccpclaw.com,  
 igotnotices@ccpclaw.com  
 PAMELA ELCHECH THURMOND on behalf of Creditor City of Philadelphia pamela.thurmond@phila.gov,  
 karena.blaylock@phila.gov  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com,  
 philaecf@gmail.com  
 WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 9

Oct. 19. 2018 3:08PM

No. 2894 P. 1/2

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Randall T. Drain Sr.

Debtor

CHAPTER 13

Toyota Lease Trust

Movant

NO. 18-11845 ELP

vs.

Randall T. Drain Sr.

Debtor(s)

11 U.S.C. Section 362

William C. Miller Esq.

Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$1,300.32, which breaks down as follows:

Post-Petition Payments	July 25, 2018 to September 25, 2018 at \$464.40/month
Suspense Balance	\$92.88
Total Post-Petition Arrears	\$1,300.32

2. The Debtor(s) shall cure said arrearages in the following manner:

a). Beginning on October 26, 2018 and continuing through March 25, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$464.40 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25<sup>th</sup>) day of each month, plus an installment payment of \$216.72 towards the arrearages on or before the last day of each month at the address below:

TMCC  
P.O. Box 5855  
Carol Stream, IL 60197-5855

b). Maintenance of current monthly vehicle payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in



Oct. 19. 2018 3:09PM

No. 2894 P. 2/2

writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018

By: Kevin G. McDonald, Esquire  
Attorney for Movant

Date: 10/22/18

Michael A. Glibik, Esquire  
Attorney for Debtor

Randall Drain  
RANDALL DRAIN

Date: 10/22/18

William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
without prejudice to any  
trustee rights or remedies

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Randall T. Drain Sr.	<u>Debtor</u>	CHAPTER 13
Toyota Lease Trust	<u>Movant</u>	
vs.		NO. 18-11845 ELF
Randall T. Drain Sr.	<u>Debtor(s)</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

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Suspense Balance:	\$92.88
<b>Total Post-Petition Arrears</b>	<b>\$1,300.32</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

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**TMCC**  
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Carol Stream, IL 60197-5855

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By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Cibik, Esquire  
Attorney for Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
William C. Miller, Esquire  
Chapter 13 Trustee

Approved by the Court this 25th day of October, 2018. However, the court retains discretion regarding entry of any further order



\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank